

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

<i>In the Matter of</i>)	
)	
DataConnex, LLC, Debtor-in-Possession,)	
Transferor,)	
)	WC Docket No. _____
<i>and</i>)	
)	
Charger Access, LLC,)	
Transferee)	

**JOINT APPLICATION FOR CONSENT TO TRANSFER CONTROL OF
DOMESTIC SECTION 214 AUTHORITY
(STREAMLINED PROCESSING REQUESTED)**

DataConnex, LLC, Debtor-in-Possession (“DataConnex” or “Transferor”) and Charger Access, LLC (“Charger” or “Transferee”) (collectively, “Applicants”) hereby jointly request Commission consent under Section 214 of the Communications Act of 1934, as amended (the “Act”), 47 U.S.C. § 214, and 47 C.F.R. §§ 1.763, 63.01, 63.03, and 63.04, to transfer control of certain DataConnex customers, contracts, and other assets to Charger.¹

On December 19, 2018, the United States Bankruptcy Court for the Middle District of Florida, Tampa Division, approved the sale of certain assets of Dataconnex to Charger. The Applicants desire to close proposed transaction as soon as possible to ensure that existing

¹ Implementation of Further Streamlining Measures for Domestic Section 214 Authorizations, 17 FCC Rcd. 5517, 5537 ¶ 59 (2002) (finding that asset acquisitions should be treated as transfers of control under the Commission’s domestic Section 214 rules).

customers of DataConnex will continue to receive uninterrupted service.² In order to prevent service outage for existing customers of DataConnex, expedited action is required.

Transferor is a non-dominant telecommunications provider authorized by the Commission to provide domestic service. Transferee currently is not a telecommunications provider.

I. INTRODUCTION AND SUMMARY OF TRANSACTION

A. The Joint Applicants

The Transferor, DataConnex, LLC–Debtor-in-Possession (“DataConnex”) (FRN: 0024163537), is a privately-held Florida limited liability company located at P.O. Box 63, Paris, TN 38242. DataConnex has two members: Partner Management Group, LLC, a Delaware limited liability company; and DDT Property & Development, LLC, a Florida limited liability company. Justin McMasters and Jason Cucullu each hold a 40% indirect ownership interest in DataConnex through Property Management Group, and DDT Property & Development holds the remaining 20% equity in DataConnex; no other individual or entity holds a 10% or greater direct or indirect interest in the company. DataConnex is a non-dominant telecommunications provider with blanket domestic authority to offer domestic facilities-based and resold telecommunications solutions, ranging from internet and data to voice services, with a primary focus on providing service to Rural Health Care Program healthcare providers in the states of Alabama, Florida, Louisiana, Mississippi, Kentucky, Ohio, Georgia, Texas, South Carolina, Virginia, Arkansas, Missouri, and Tennessee.

² Applicants note that the closing of this transaction is contingent upon receiving approvals by governmental authorities, among other conditions.

The Transferee, Charger Access, LLC (“Charger”) (FRN: 0028011450) is a privately-held Tennessee limited liability company located at 116 Wilson Pike Circle, Suite 250, Brentwood, Tennessee 37027. Charger has two members: Charger Investments, LLC, a Tennessee limited liability company, and Trustpointe Communications, LLC, a Florida limited liability company. Charger Investments, LLC holds 70% equity in Charger Access, and Trustpointe Communications holds 30% equity.

B. Summary of Transaction

On February 14, 2018, DataConnex filed a Voluntary Petition for Reorganization under Chapter 11 of the Bankruptcy Code, United States Bankruptcy Court for the Middle District of Florida (Tampa), Case No. 8:18-bk-01069-CPM. On July 31, 2018, DataConnex notified the Commission by certified mail of the *pro forma* transfer of DataConnex’s domestic 214 authority to DataConnex, LLC-Debtor-in-Possession, as required by 47 C.F.R. § 63.03(d). On December 19, 2018, the Bankruptcy Court approved the sale of substantially all of DataConnex’s assets to Charger, including DataConnex’s contracts for service with customers.³

Under 47 C.F.R. § 63.04, Joint Applicants are seeking Commission consent to transfer control of the blanket domestic Section 214 authority held by DataConnex to Charger. If granted, Charger represents that it will provide high quality, affordable services that are uniquely tailored to the needs of existing and prospective customers. If this Application is granted, Charger represents there will be no adverse effects on existing customers of DataConnex. Joint Applicants submit that granting this Application is in the public interest.

³ A copy of the order issued by the U.S. Bankruptcy Court for the Middle District of Florida, Tampa Division approving the asset purchase agreement is attached as Exhibit 1.

II. INFORMATION REQUIRED BY 47 C.F.R. § 63.04

A. Section 63.04(a)(1) – Name, address, and telephone number of each applicant:

Transferor

DataConnex, LLC, Debtor-in-Possession (“DataConnex”)
P.O. Box 63
Paris, TN 38242
(866) 766-3591

Transferee

Charger Access, LLC (“Charger”)
116 Wilson Pike Circle
Suite 250
Brentwood, TN 37027
(615) 656-8151

B. Section 63.04(a)(2) – Government, state, or territory under the laws of which each applicant is organized:

DataConnex is a Florida limited liability company.
Charger is a Tennessee limited liability company.

C. Section 63.04(a)(3) – Name, title, post office address, and telephone number of the officer or contact point to whom correspondence concerning the Application is to be addressed:

For Transferor, DataConnex, LLC:

Justin McMasters
P.O. Box 63
Paris, TN 38242
(866) 766-3591

with a copy to:

Jared P. Marx
Randall W. Sifers
Harris, Wiltshire & Grannis LLP
1919 M Street NW, Eighth Floor
Washington, DC 20036
(202) 730-1300
jmarx@hwglaw.com
rsifers@hwglaw.com

For Transferee, Charger Access, LLC:

Rusty Hagenbuch
P.O. Box 681132
Franklin, TN 37068
rusty@chargeraccess.net
(615) 656-8151

with a copy to:

Nancy J. Victory
DLA Piper LLP
500 8th Street, N.W.
Washington, DC 20004
nancy.victory@dlapiper.com
(202) 799-4216

D. Section 63.04(a)(4) – Name, address, citizenship and principal business of any person or entity that directly or indirectly owns at least ten percent of the equity of the applicant, and the percentage of equity owned by each of those entities to (to the nearest one (1) percent):

The Transferor, Dataconnex, LLC, is managed and controlled by Partner Management Group, LLC, a Delaware limited liability company, which holds an 80 percent equity interest. Jason Cucullu, a U.S. citizen, is the Manager of Partner Management Group, and COO of DataConnex, and holds a 50% membership interest in Partner Management Group, and thereby holds an indirect 40% ownership interest in DataConnex. Justin McMasters, a U.S. citizen, is CEO and Managing Partner of DataConnex and holds a 50% membership interest in Partner Management Group, and thereby holds a 40% indirect ownership interest in DataConnex. DDT Property & Development, LLC, a Florida limited liability company, is a passive investor in DataConnex and holds the remaining 20% equity interest in DataConnex.

The Transferee, Charger Access, LLC, has two members: Charger Investments, LLC and Trustpointe Communications, LLC:

Charger Investments, LLC
P.O. Box 681132
Franklin, TN 37068
Citizenship: U.S.
Principal Business: IT services
Holds a 70% direct equity interest in Charger Access, LLC

Charger Investments, LLC is in turn owned by:

Rusty Hagenbuch
303 Terri Park Way
Franklin, TN 37067
Citizenship: U.S.
Principal Business: Business Owner (IT Services)
Holds a 100% equity interest in Charger Investments, LLC and a 70% indirect equity interest in Charger Access, LLC

Trustpointe Communications LLC
P.O. BOX 611711
Rosemary Beach FL 32461
Holds a 30% direct equity interest in Charger Access, LLC

Trustpointe Communications LLC is in turn owned by:

David Patrick Parker
P.O. BOX 611711
Rosemary Beach FL 32461
Citizenship: U.S.
Principal Business: Business Owner and Real Estate Agent
Holds a 33.33% equity interest in Trustpointe Communications LLC and a 10% indirect equity interest in Charger Access, LLC

Anthony J Morgan
234 W. Canebrake Blvd
Hattiesburg MS 39402
Citizenship: U.S.
Principal Business: Business Owner (Medical/Construction)
Holds a 33.33% equity interest in Trustpointe Communications LLC and a 10% indirect equity interest in Charger Access, LLC

Darren Martin
552 Pelican Ridge
Madisonville LA 70447
Citizenship: U.S.
Principal Business: Business Owner (Medical and Development) and Licensed Pharmacist
Holds a 33.33% equity interest in Trustpointe Communications LLC and a 10% indirect equity interest in Charger Access, LLC

No other individual or entity holds a 10% or greater direct or indirect interest in Charger Access, LLC.

E. Section 63.04(a)(5) – Certification under §§ 1.2001 through 1.2003 that no party to the application is subject to a denial of Federal benefits under Section 5301 of the Anti-Drug Abuse Act of 1988:

DataConnex certifies that no party to the transaction is subject to a denial of Federal benefits under Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance. Charger certifies that no party to the transaction is subject to a denial of Federal benefits under Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862, because of a conviction for possession or distribution of a controlled substance.

F. Section 63.04(a)(6) – Description of the transaction:

A description of the transaction is above in Section I.B.

G. Section 63.04(a)(7) – Description of the geographic areas in which the transferor and transferee (and their affiliates) offer domestic telecommunications services, and what services are provided in each area:

DataConnex provides non-dominant telephone, data, and internet services in Alabama, Florida, Louisiana, Mississippi, Kentucky, Ohio, Georgia, Texas, South Carolina, Virginia, Arkansas, Missouri, and Tennessee. DataConnex provides services almost exclusively in rural regions of each of these states.

Charger Access will offer non-dominant telephone, data, and internet services in Alabama, Florida, Louisiana, Mississippi, Kentucky, Ohio, Georgia, Texas, South Carolina, Virginia, Arkansas, Missouri, and Tennessee. Charger Access will provide services almost exclusively in rural regions of each of these states.

H. Section 63.04(a)(8) – Statement as to how the Application qualifies for streamlined processing

Applicants respectfully request streamlined treatment of this Application under 47 C.F.R. § 63.03(b) of the Commission's rules. This Application is eligible for streamlined processing under Section 63.03(b)(2) because (1) the proposed transaction will result in Charger having a market share in the interstate interexchange market of less than ten percent; (2) Charger will provide competitive telephone exchange services exclusively in geographic areas served by a dominant local exchange carrier that is not a party to the transaction; and (3) neither the Applicants nor any of their affiliates are regulated as dominant with respect to any service.

I. Section 63.04(a)(9) – Identification of all other Commission applications related to this transaction:

The only Commission application being filed is the requested transfer of blanket domestic 214 authority that is the subject of this Application. The parties will, however, request that the Universal Service Administration Company transfer DataConnex's 498 ID (formerly known as Service Provider Identification Number, or SPIN) to Charger.

J. Section 63.04(a)(10) – Statement of whether applicants are requesting special consideration because either party to the transaction is facing imminent business failure:

Applicants request special consideration and expedited resolution because DataConnex is facing imminent business failure. More specifically, DataConnex has entered Chapter 11 bankruptcy, and is exiting participation in the Rural Healthcare Program in connection with the proposed resolution of a Notice of Apparent Liability issued by the Commission.

K. Section 63.04(a)(11) – Identification of any separately filed waiver requests being sought in conjunction with this Application:

Applicants are not filing any separate waiver requests.

L. Section 63.04(a)(12) – Statement showing how grant of the Application will serve the public interest, convenience and necessity:

The transaction described herein serves the public interest, convenience, and necessity.

Charger will continue to provide high quality telecommunications services to both existing customers of DataConnex and to prospective customers. The transaction has no adverse impact on customers, and will not trigger any rate increases. As Charger is a relatively small entity, consummation of the transaction will not lead to the concentration of any market share, nor will it present any anti-competitive issues, or eliminate a competitor. If this Application is granted, Charger will provide service to DataConnex's customers without change or interruption, and the transfer of control will have no impact on these customers. Importantly, because DataConnex uses its own facilities in some instances to provide wide area networks to healthcare companies with locations served by multiple underlying incumbent providers, it would be difficult for those underlying providers to duplicate the data services that DataConnex currently provides and that Charger will provide post-closing. This transfer therefore uniquely permits those services to continue uninterrupted. Accordingly, Joint Applicants submit that granting this Application is in the public interest.

IV. CONCLUSION

As demonstrated in this Application, Applicants submit that the public interest, convenience and necessity would be furthered by a grant of this Application.

Respectfully submitted,

DATACONNEX, LLC–DEBTOR-IN-POSSESSION

/s/ Justin McMasters

Justin McMasters

CEO

DataConnex, LLC, Debtor-in-Possession

P.O. Box 63

Paris, TN 38242

/s/ Rusty Hagenbuch

Rusty Hagenbuch

CEO

Charger Access, LLC

116 Wilson Pike Circle

Suite 250

Brentwood, TN 37027

Date: December 21, 2018

VERIFICATION

I, Justin McMasters, CEO of DataConnex, LLC, hereby certify that the statements in the foregoing Joint Application relating to and on behalf of DataConnex, LLC, Debtor-in-Possession are true, complete, and correct to the best of my knowledge and are made in good faith. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

I certify under penalty of perjury under the laws of the United States that under 47 C.F.R. §§ 1.2001–1.2003, that DataConnex, LLC is not subject to a denial of Federal benefits pursuant to § 5301 of the Anti-Drug Abuse Act of 1988.

By: /s/ Justin McMasters
Justin McMasters
Title: CEO

Date: December 21, 2018

VERIFICATION

I, Rusty Hagenbuch, CEO of Charger Access, LLC, hereby certify that the statements in the foregoing Joint Application relating to and on behalf of Charger Access, LLC are true, complete, and correct to the best of my knowledge and are made in good faith. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

I certify under penalty of perjury under the laws of the United States that under 47 C.F.R. §§ 1.2001–1.2003, that Charger Access, LLC is not subject to a denial of Federal benefits pursuant to § 5301 of the Anti-Drug Abuse Act of 1988.

By: /s/ Rusty Hagenbuch
Rusty Hagenbuch
Title: CEO

Date: December 21, 2018

Exhibit 1

ORDERED.

Dated: December 19, 2018



Catherine Peek McEwen
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

Chapter 11

DATACONNEX, LLC,

Case No. 8:18-bk-01069-CPM

Debtor.

**ORDER (I) VACATING NOVEMBER 30, 2018 ORDER (DOC. NO. 193) AND
(II) APPROVING CHARGER ACCESS, LLC AS PURCHASER AND
ORDER SETTING FINAL HEARING ON OBJECTIONS TO FORM AND
SUBSTANCE OF REVISED ASSET PURCHASE AGREEMENT,
ASSUMPTION AND/OR REJECTION OF EXECUTORY CONTRACTS
AND ON CREDITOR CLAIM PAYMENT PROPOSALS**

Cpm THIS CASE came before the Court on November 26, 2018, for an auction to sell substantially all of the Debtor's assets (the "Auction") to the highest bidder. During the Auction, which was held in the Courtroom in Tampa, Florida, the Court considered oral argument and various comments concerning the Debtor's *Motion for Entry of an Agreed Order Approving Final*

*December 4, 2018, and
December 17, 2018,*

Auction and Sale and Approving Second Amended Asset Purchase Agreement (Doc No. 181) (the “Sale Motion”),¹ which during a hearing held before the Court on November 21, 2018 was scheduled for hearing at 4:00 p.m. on December 4, 2018. The Sale Motion sought, among other things, entry of an order approving a sale to the highest bidder of the Debtor’s assets and sought the transfer of the Debtor’s authorization under 47 U.S.C. § 214 to provide service to customers participating in the Rural Healthcare Program subject to the final review and regulatory approval of the Federal Communications Commission (the “FCC”). During the Court’s consideration of the Sale Motion, the Court was advised that the only two qualified bidders, Charger Access, LLC (“CA”) and DDT Property and Development, LLC (“DDT”) negotiated a joint proposal to acquire the Debtor’s assets that would ensure payment in full of all pre-petition creditors and administrative creditors of the estate with allowed claims, including the unsecured claim of the FCC (the “FCC Claim”) as compromised by the Parties as articulated herein. Disputed claims shall be negotiated and resolved in accordance with those sections of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure governing the objection of claims and interests. Upon being advised of the terms of the joint bid, the Court allowed CA and DDT to jointly proceed with a single bid to purchase substantially all of the Debtor’s assets. Thereafter, the Court scheduled certain deadlines. Specifically, the Court required the Parties to file, on or before December 4, 2018, an amended asset purchase agreement that reflected CA as the Court approved Purchaser (the “Revised Asset Purchase Agreement”) and it scheduled a hearing on December 4, 2018 at

¹ All capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Sale Motion.

4:00 p.m. to consider, without limitation, any open sale issues pertaining to the FCC Claim, the transfer of the FCC licenses and SPIN number(s), the Revised Asset Purchase Agreement as well as the assumption and/or rejection of all executory contracts and unexpired leases. On November 30, 2018, the Court entered an Order (Doc. No. 193) approving CA as the successful purchaser of the Debtor's assets after having been erroneously informed that all interested parties had agreed to the form of the proposed order. Accordingly, the Court will vacate that Order (Doc. 193) from the record herein. Based upon the foregoing, the Court hereby makes the following findings of fact:

A. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334. This proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Sale Motion are: (i) § 105(a), 363(b) and (f), 365, 503 and 507 of Title 11 of the United States Code (the "Bankruptcy Code"); (ii) Rules 2002(a)(2), 6003, 6004(a), (b), (c), (e) and (f), 6006(a) and (c), and 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); and (iii) Rules 2002-1, 2081-1(g), and 9019-1 of the Local Rules of the United States Bankruptcy Court for the Middle District of Florida (the "Local Rules").

C. Notice of the Sale Motion, having been duly given to: (i) the Debtor's prepetition creditors and their respective counsel; (ii) the United States Trustee for the Middle District of Florida; (iii) the Internal Revenue Service; (iv) the Federal Communications Commission; (v) all parties that have requested notice pursuant to Bankruptcy Rule 2002 or that are listed on the Parties in Interest List; and (vi) all other entities known to have expressed an interest in a transaction with respect to all or part of the Assets (collectively, the "Notice Parties"), is sufficient in light of the circumstances and the nature of the relief requested in the Sale Motion.

D. During the Auction, CA and DDT articulated good and sufficient reasons for this Court to conditionally grant the relief requested in the Sale Motion, naming CA as the Purchaser based upon its joint proposal with DDT and further upon DDT's withdrawal of its objection to the Sale Motion.

E. The FCC, United States Trustee, Netlink Voice, LLC ("Netlink"), Verizon Business Global, LLC ("Verizon"), Altapointe Health Service, Inc. ("Altapointe"), and Telepak Networks, Inc. d/b/a C Spire ("C Spire") also filed objections to the Second Amended Asset Purchase Agreement attached as an exhibit to the Sale Motion.

F. Also, during the Auction, counsel for C Spire and Netlink advised the Court of the terms and conditions of settlements each negotiated with the Debtor and CA subject to the final, unconditional Court approval of the Sale Motion.

G. The Altapointe objection was also resolved based upon the terms provided in Paragraph 10 of this Order, and the Court finds, based on the Debtor's concession, that the Debtor's pre-petition contracts with Altapointe terminated prior to the February 14, 2018 petition date.

H. Despite the foregoing concessions and compromises negotiated during the Auction, the Court scheduled a continued hearing for December 4, 2018 in connection with any unresolved issues emanating from either the Revised Asset Purchase Agreement or the Sale Motion including, without limitation, issues involving the assumption, assignment or rejection of the Debtor's executory contracts and unexpired leases, the request to transfer or assign the authorization under 47 U.S.C. § 214 to CA, and CA's ability to use the Debtor's SPIN number(s) during the Special Temporary Authority ("STA") period prior to CA receiving final authorization from the FCC on the transfer or assignment of the authorization under 47 U.S.C. § 214.

I. During the hearing on December 4, 2018, the Court was advised that the parties had not yet reached an agreement on either a Revised Asset Purchase Agreement or a Sale order, despite the entry of the Court's Order dated November 30, 2018 (Doc. No. 193). ~~The Court scheduled a continued hearing on December 17, 2018.~~

Accordingly, it is hereby

ORDERED:

1. The Sale Motion is conditionally granted but only as set forth herein.
2. The Order entered herein on November 30, 2018 in connection with the Auction held November 26, 2018 (Doc. No. 193) is hereby vacated.
3. Pursuant to the Revised Asset Purchase Agreement, ^(Doc. No. 201) CA shall be the Purchaser of substantially all of the Debtor's assets, including all of the Debtor's contracts for data, telephone, and internet service with the Debtor's customers. The Debtor shall file the necessary applications with the FCC and the Universal Service Administrative Company ("USAC") to transfer the authorization under 47 U.S.C. § 214 and SPIN number(s). The closing, however, will not occur unless and until the Debtor's authorization under 47 U.S.C. § 214 and SPIN number(s) are finally transferred to the Purchaser. For the avoidance of doubt, the FCC authorization of the transfer of the Debtor's 214 license and SPIN number(s) shall constitute a condition precedent to the closing (the "Closing Date").
4. Within five (5) business days after the Closing Date, and subject to the execution of satisfactory loan documentation by CA, Trustpointe Communications, LLC ("Trustpointe"), an affiliate of DDT, shall make a loan (the "Trustpointe Loan") to CA in the amount of \$1,500,000.00 secured by a first priority lien encumbering all of CA's assets,

including a blocked bank account established at a financial institution of Trustpointe's choice, that will be governed by a depository account control agreement (the "DACA Account"). All of the Debtor's accounts receivable due and owing from USAC shall be deposited into the DACA Account immediately after the Closing Date. The proceeds of the Trustpointe Loan will be deposited into a segregated bank account maintained by CA (the "DataConnex Account") exclusively for the purpose of satisfying the allowed claims against DataConnex. In consideration for making the Trustpointe Loan, Trustpointe will receive a 30% preferred equity interest in CA.

5. Also on the Closing Date, CA will make a \$400,000.00 capital contribution into the DataConnex Account to partially capitalize the purchase of the Debtor's assets pursuant to the Revised Asset Purchase Agreement.

6. All objections, if any, to the portion of the relief requested in the Sale Motion that is conditionally granted by this Order that have not been withdrawn, waived, or settled as announced in Court during the Auction or pursuant to this Order ~~shall be considered at a~~ *are hereby* *overruled* *continued hearing to be held on December —, 2018.*

7. Notwithstanding any other provision of this Order or any other Order of this Court, no transfer of temporary management or control of the Debtor or transfer, sale or assignment of any rights and interests of the Debtor in any federal license or authorization issued by the FCC shall take place prior to the issuance of FCC regulatory approval for such temporary authority or final assignment pursuant to the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder. The FCC's rights and powers to take any enforcement action pursuant to its regulatory authority, including without limitation, the imposition of any regulatory conditions upon such assignment and assessing

any regulatory fines or forfeitures, are fully preserved, and nothing herein shall constrain the FCC's exercise of such power or authority to the extent provided by law.

8. Within ten (10) business days after the Closing Date, the Debtor and CA shall provide the counterparties to any executory contracts and unexpired leases that the Debtor intends to assume and assign to CA, a list of the anticipated amounts needed to cure all defaults thereunder (the "Cure Notice"). Thereafter, the counterparties to such contracts and leases shall have thirty (30) days to either consent to the amount designated for their respective cure claims (the "Cure Amount") in the Cure Notice or object thereto. The counterparties shall have the right to be heard on their objections upon no less than twenty-one (21) days' notice to both the Debtor and CA. Thereafter, CA shall have ten (10) business days after the entry of a Final Order adjudicating the Cure Amount for a disputed cure claim to pay said claim. If no objection is timely received and if the Cure Amount is not otherwise compromised, then the Cure Amount delineated in the Cure Notice shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or other documents as of the date of the Cure Notice.

9. The C Spire objection shall be resolved consistent with the agreement set forth herein. C Spire shall have an allowed claim and Cure Amount of \$275,000.00, which shall be paid with: (a) cash in the amount of \$155,000.00 paid on the Closing Date; and (b) C Spire's setoff, on the Closing Date, of its post-petition deposit in the amount of \$120,000.00. Should CA elect to expand the scope of services under C Spire's MSA (as defined in Doc. No. 116), C Spire may require a security deposit. The Debtor's objection (Doc. No. 87) to C Spire's claim (Claim No. 28) is withdrawn.

10. The objections to the Sale Motion filed by Netlink have been resolved and therefore withdrawn. Netlink shall have an allowed claim in the amount of \$550,000.00 to be

paid as follows: (a) \$300,000.00 on the Closing Date; and (b) \$250,000.00 on the earlier of: (i) CA's receipt of USAC funds after all payments due and owing to Trustpointe have been paid from such funds; or (ii) six (6) months after the Closing Date. All amounts owed to the Debtor from Netlink through December 31, 2018 are voided. The objection filed by the Debtor to the Claim of Netlink (Doc. No. 88) is withdrawn.

11. The objection (Doc. No. 139) filed by Altapointe has been resolved and is therefore sustained in part based upon the terms set forth herein. The Debtor concedes that its pre-petition contracts with Altapointe were not effectuated as DataConnex was unable or unwilling to activate circuits as stated within the scope of work of the contracts, thus not triggering a contract commencement date. Therefore, such contracts are not executory contracts subject to assumption or rejection pursuant to 11 U.S.C. § 365, and such contracts cannot be assigned by the Debtor to CA. The Debtor and CA further agree that any account receivable claimed by the Debtor concerning Altapointe is not enforceable; provided, however, that (i) CA reserves any rights it may have to assert any and all claims that might exist against Altapointe solely related to liability assessed to the Debtor or CA for services purchased by the Debtor to provide telecommunication services to Altapointe, and (ii) Altapointe reserves any and all claims, rights, or defenses (including those which could have been brought against the Debtor) to setoff, reduce, or eliminate any such claims brought by the Debtor or CA. Except for the agreed terms contained in this paragraph, the remainder of Altapointe's objection is withdrawn.

12. The objection filed by the Debtor to the FCC Claim (Doc. No. 152) has been resolved consistent with the agreement set forth herein and is accordingly withdrawn. Subject to receiving formal settlement authority from the requisite officials within the U.S.

Department of Justice, the FCC has agreed to settle the disputed FCC Claim in consideration for a cash payment of \$1,500,000.00 payable over time pursuant to a distribution schedule (the “Distribution Schedule”) agreed upon among the FCC, CA, and Trustpointe, plus the satisfaction of several other conditions precedent (the “FCC Settlement”). Specifically, the FCC, CA, and Trustpointe have agreed to payment terms through July 1, 2021 that will repay the Trustpointe Loan and DDT’s equity security interest in DataConnex (the “DDT Equity Security Interest”) and will also simultaneously pay the FCC Settlement. The Distribution Schedule and other pertinent terms of the agreement are as follows:

- i. The FCC shall receive \$500,000.00 within ten (10) business days of the Closing Date;
- ii. After the Closing Date, but within ten (10) business days of the receipt of each partial payment of the 2018 USAC funding to CA, the first \$1,500,000.00 shall be paid to Trustpointe as repayment for the Trustpointe Loan;
- iii. After Trustpointe is paid \$1,500,000.00 on the Trustpointe Loan, but within ten (10) business days of the receipt of each partial payment of the 2018 USAC funding to CA, \$500,000.00 shall be paid to Trustpointe as partial repayment of the DDT Equity Security Interest;
- iv. Thereafter, \$1,000,000.00 shall be paid to the FCC on or before July 1, 2020;
- v. As final repayment to Trustpointe on the DDT Equity Security Interest, the next available \$500,000.00 shall be paid to Trustpointe on or before July 1, 2021;
- vi. Deferred payments to the FCC are subject to a 3% interest rate which shall be paid with each deferred installment;

- vii. In the event CA sells DataConnex and/or substantially all of the assets of DataConnex prior to the final payments then due and owing to either, or both, the FCC and Trustpointe pursuant to the terms set forth herein, all outstanding amounts, including interest, due to the FCC and Trustpointe shall immediately become due and owing;
- viii. CA shall waive any right it may acquire to the remaining fiscal year 2017 heightened scrutiny funds or, alternatively, shall withdraw any pending requests thereto made by DataConnex, with respect to any funds that have been approved by USAC as of November 20, 2018; and
- ix. CA agrees to operate the company without employing, hiring, or otherwise contracting with Justin McMasters and Jason Cucullu or any company, partnership, or other entity that may employ either McMasters or Cucullu as an officer, director, agent, employee, sub-contractor, independent contractor, or consultant.

13. The time period prescribed by Bankruptcy Rule 6004(h) is hereby waived by the Court.

14. The Court shall retain jurisdiction to resolve any disputes pertaining to the Revised Asset Purchase Agreement, this Order, the determination of contested Cure Amounts for any executory contracts and unexpired leases that will be assumed and assigned to CA, and any claim objections to be asserted in connection with the implementation of the Revised Asset Purchase Agreement.

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Samantha L. Dammer is directed to serve this Order upon all parties within three (3) business days.